

FEB 25 2013

SETTLEMENT AGREEMENT

The Wyoming Department of Environmental Quality, Solid and Hazardous Waste Division (DEQ) and Whitaker Oil, Inc., enter into this Settlement Agreement to fully and finally resolve without litigation the violations alleged in Notice of Violation No. 5099-13, dated January 11, 2013. Whitaker Oil, Inc., is the owner and operator of the underground storage tanks (USTs) at Ghost Town Truckstop, which is located at 6680 North Yellowstone Highway, Casper, Wyoming. This UST facility is registered with the DEQ as facility 0-004117. The Notice of Violation alleges that Whitaker Oil, Inc., had disabled the overfill prevention device on the premium UST located at the Ghost Town Truck Stop. This is a violation of Wyoming Water Quality Rules and Regulations (WWQRR), Chapter 17.

W.S. 35-11-901(a)(ii) authorizes the DEQ to negotiate a stipulated settlement, including payment of a penalty, in lieu of litigation. To that end, Whitaker Oil, Inc., and the DEQ hereby stipulate and agree as follows:

1. The DEQ is responsible for enforcing the Storage Tank Act of 2007 and WWQRR, Chapter 17.
2. Whitaker Oil, Inc., committed the following violation of WWQRR, Chapter 17:

Count 1: Disabling an Overfill Prevention Device: [WWQRR, Chapter 17, Section 6(c)(i)]. As owner and operator of an underground storage tank, Whitaker Oil, Inc., violated WWQRR, Chapter 17, Section 6(c)(i), by having a tank dipstick in a fill tube. The dipstick would have prevented the butterfly/flapper overfill prevention device from automatically shutting off the flow of fuel into the tank when the tank was at 95% capacity.

3. The total penalty for the cited violations shall be one thousand, five hundred dollars (\$1,500.00). Whitaker Oil, Inc., agrees to pay a total of one thousand, five hundred dollars (\$1,500.00) to the DEQ as a stipulated penalty for the cited violation. Payment of one thousand, five hundred dollars (\$1,500.00) shall be made and returned with this Settlement Agreement. Payment shall be by check made payable to the Wyoming Department of Environmental Quality and addressed to the Wyoming Department of Environmental Quality, Attention: Oma Gilbreth, Herschler Building, 4th Floor West Wing, 122 W. 25th Street, Cheyenne, WY 82002.
4. Whitaker Oil, Inc.'s, full compliance with the terms of this Settlement Agreement shall constitute satisfaction for all claims by the DEQ against Whitaker Oil, Inc., based on the violation alleged in Notice of Violation No. 5099-13. Contingent upon Whitaker Oil, Inc.'s, compliance with the terms of this Settlement Agreement, the DEQ will refrain from taking further enforcement action against Whitaker Oil, Inc., for this particular violation.
5. Whitaker Oil, Inc., waives any statute of limitations that may apply to an enforcement action by the DEQ involving the specific matters described in Notice of Violation No. 5099-13 in the event that Whitaker Oil, Inc., fails to fulfill its obligations under this Settlement Agreement.
6. This Settlement Agreement shall be admissible by either party without objection by the other party in any subsequent action between these parties.
7. Each party shall bear its own attorney fees and costs, if any, incurred through the date this Settlement Agreement is signed by both parties.
8. This Settlement Agreement is binding upon Whitaker Oil, Inc., and all its successors and assigns and upon the DEQ.
9. Nothing in this Settlement Agreement supersedes any provision found in any Wyoming state law, or any regulation issued by the Department of Environmental Quality, or any federal law or regulation.
10. The persons signing this Settlement Agreement certify that they are duly authorized to bind their respective parties to this Settlement Agreement.

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FOR WHITAKER OIL, INC.:

Signature: 


Date 2/22/13

Name: S.E. WHITAKER
Whitaker Oil, Inc.

FOR THE WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY:


Todd Parfitt,
Director

Date 2/13/13


Carl Anderson, PhD
Administrator
Solid and Hazardous Waste Division

Date 2/13/13

CK# 235682